



**REQUEST FOR
PROPOSALS
FY2017 Social Services
Appendix C
Standard Social
Services Agreement**

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and ORGANIZATION NAME, hereinafter called "Provider";

WITNESSETH:

WHEREAS, the City desires to purchase the social services, in whole or in part, as set forth in the proposal, including any revisions, received by and on file with the City, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between the City and Provider as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY PROVIDER

1. **PURCHASE:** Provider agrees to furnish and City agrees to purchase the proposed program service(s), for low-income residents of the City of Columbia, as follows:

Program Name					
Service	Unit of Service Measure	Service Recipient	Unit of Service Rate	Number of Units of Service	Amount not to Exceed
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

The total allowable compensation under this agreement shall not exceed \$_____.00.

2. **CONTRACT DURATION:** This Agreement shall be for a term of one year commencing on January 1, ____ and ending on December 31, ____; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

Provider agrees that the City may at its sole option and with agreement of the Provider renew this Agreement for two (2) consecutive one-year terms. Additionally, Provider agrees and understands that the City may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

3. **REPORTING:** In the manner, format, and timeframe required by the City, Provider agrees to submit to the City an interim report and a final report.
4. **PAYMENTS:** Payments under this agreement will be made as follows:
- a. The City will pay 34% of the contracted sum at the time of the signing of this Agreement, or on the first business day in May for summer programming.

- b. Upon receipt and approval of the interim report, the City will pay 33% of the contracted sum.
 - c. The City will pay the contracted balance of 33% upon receipt and approval of the final report.
- 5. Provider certifies that the expenditure of City funds is essential to the provision of the services covered by this Agreement. Provider is expected, to the greatest extent possible, to maximize funding from all other sources for the program and services covered under this agreement. Provider shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the program and services covered under this Agreement. Provider certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the services covered by this Agreement.
 - 6. Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the City any funds expended in violation of City, State or Federal law or in violation of this Agreement.
 - 7. AVAILABILITY OF FUNDS: Payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the City shall have no obligation to continue payment.

MONITORING AND MODIFICATION

- 8. MODIFICATION OR AMENDMENT: Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the City for approval.
- 9. REQUIRED INFORMATION: Provider agrees to regularly submit to the City current information and documents: by-laws; articles of incorporation; organizational chart; governing board roster; advisory board roster, if applicable; IRS Tax Exempt Status Determination letter; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; most recently completed IRS 990 or 990 EZ; if applicable, an ADA plan of accommodation and a transition plan.
- 10. MONITORING: Provider agrees to permit the City or its designee(s) to monitor, survey and inspect Provider's services, facilities, and client records, to determine compliance and performance with this Agreement, except as prohibited by laws protecting client confidentiality. In addition, Provider hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the City or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of contracted services, activities and programs, expenditure of City funds, and all other matters set forth in this Agreement.

OTHER TERMS OF THIS CONTRACT

- 11. CERTIFICATION/LICENSING: Provider agrees to comply with all applicable state/federal certification and licensing requirements and all applicable federal, state, and local laws and to remain in "good standing" with all applicable oversight entities.
- 12. PUBLICITY: Provider agrees that the City shall be recognized as a financial supporter in all its promotional materials and advertising pertaining to the contracted program service(s). A copy of the City logo will be used whenever possible.

13. INDEMNIFICATION: Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City of Columbia harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement. It is the responsibility of the Provider to identify and maintain insurance coverage which shall meet the Provider's obligation to indemnify the City as set out above.
14. DISCRIMINATION: Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services and employment practices, if the Provider represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Provider agrees that, in connection with the provision of services and employment practices, it will not:

- a. discriminate against any employee or applicant for employment on the basis of religion or employ or give preference in employment to persons on the basis of religion;
- b. discriminate against any persons seeking services on the basis of religion or limit such services or give preference to persons on the basis of religion; and
- c. provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services under this agreement.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

- a. As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- b. Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

16. FAILURE TO PERFORM/DEFAULT: Provider agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the City, such failure or refusal shall constitute a default hereunder, and the City will be relieved of any further obligation to make payments to the Provider as set out herein. This Agreement will be terminated at the option of the City.

17. RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.
18. CONFLICT OF INTEREST: Provider agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and the Provider, and this shall include any transaction in which the Provider is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".
19. LITIGATION: There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.
20. SUBCONTRACTS: This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.
21. AUTHORIZED REPRESENTATIVES: The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance

PROVIDER:

By: _____
Date

ATTEST: _____
Date